

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1 4</div>	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">0001</div>		3. EFFECTIVE DATE <div style="text-align: center;">03-Sep-2010</div>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY <div style="text-align: center;">CODE</div> US ARMY MEDICAL RESEARCH ACQUISITION ACT DIRECTOR 820 CHANDLER STREET FORT DETRICK MD 21702-5014		7. ADMINISTERED BY (If other than item 6) <div style="text-align: center;">CODE</div> <div style="text-align: center; font-size: 1.2em;">See Item 6</div>					
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W81XWH-10-R-0033	
				X		9B. DATED (SEE ITEM 11) 16-Aug-2010	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) 1. This amendment is issued to incorporate contractor questions, along with government responses. 2. FAR Clause 51.216-19 has been revised.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 03-Sep-2010	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

QUESTIONS & ANSWERS

**Questions and Answers for
W81XWH-10-R-0033**

Item/Paragraph	Question	Answer
	Does it have incumbent contractor?	Yes
	If yes, what is the name the contractor?	SAIC
	Would you please let us know the correct NAICS code?	The NAICS code is 541690.
Page 9, Item 3.1.1.1 – Identify and invite scientists, clinicians and consumer advocates to determine the current state of the research in a particular field as well as identify research gaps in that particular field for each new research program to be managed by the CDMRP.	Will the USAMRMC provide the initial list of scientists, clinicians and consumer advocates that they would like to participate in the program or does my company select the scientists, clinicians and consumer advocates to participate in the program?	No, the USAMRMC CDMRP will not provide the initial list of scientists, clinicians and consumer advocates that they would like to participate in the program; however, the USAMRMC CDMRP will provide the contractor with suggested names and organizations from which to invite participants.
Page 9, Item 3.1.2.2 – Identify, recruit, train and retain IP members and ad hoc IP members for each research program, as needed.	Will the USAMRMC provide the initial list of IP members and ad hoc IP members for each research program or does my company make the selection?	Yes, the USAMRMC CDMRP will provide the initial list of standing and ad hoc IP members. The list of current IP members can be found on CDMRP's website (https://cdmrp.army.mil).
52.216-19 Ordering Limitations	The section details maximum order restrictions for "proposal receipt". Are the maximum order restrictions (proposal receipt) relevant to the current PWS?	FAR 52.216-9 Ordering Limitations has been revised. <i>(b) Maximum order. The Contractor is not obligated to honor:</i> <i>(1) Any order for a single item in excess of 3 times the number of estimated pre-proposal and/or full proposals to go forward for review.</i> <i>(2) Any order for a combination of items in excess of 3 times the number of estimated pre-proposal and/or full proposals to go forward for review;</i>

		See amendment for entire clause.
Section 7, Small Business Participation Plan and Small Business Plan	We note that the Small Business Participation Plan and the Small Business Subcontracting Plan are required to be included in the Volume 1 - Technical. In our experience since this information is not part of the technical evaluation it is usually provided with the business and/or cost volume. Can you please confirm that the Small Business Participation Plan and Subcontracting Plan should be included in the Technical Volume?	<p>In accordance with 52.212-1 (page 54), the Small business Participation Plan is an evaluation factor and should be included in the Technical Volume.</p> <p>As stated in Section 7, page 50, "Each Large Business offeror shall provide a Small Business Subcontracting Plan that contains all the elements required by FAR 52.219-9. This plan shall be submitted separately from the Small Business Participation Plan information required above, which applies to both large and small businesses. The Small Business Subcontracting Plan is not a requirement for evaluation in source selection, but rather a requirement for award to a large business and will be incorporated into any resultant contract."</p>
Section 4, General Information	We note that work will be issued by task orders. Does the Government anticipate issuing Task Order for functions such as training requirements, reporting, quarterly evaluation meetings as described in PWS Section 4, overall program management and Government team building events? If not, do you expect those costs to be part of the Task Orders?	The Government anticipates awarding one general task order each contract year to cover all general, non-research program related tasks (such as the ones referenced in the question).
52.212-1, Instructions to Offeror – Commercial Items	The RFP identifies FAR 52.212-1 Instructions to Offerors Commercial Items however under the Instructions for Volume 2 Section 3-Cost Information; FAR 15.408 Table 15-2 Instructions for Submitting Cost/Price Proposals When Cost or Pricing Data are Required is included. These two FAR provisions appear to be in conflict. Is Cost or Pricing Data are Required?	In accordance with FAR 15.401-1 (c)(3)(ii)(C), if the Contracting Officer determines that the information described in paragraph (c)(3)(ii)(B) of this section is not sufficient to determine the reasonableness of price, other relevant information regarding the basis for price or cost, including information on the labor costs, material costs and overhead rates may be requested. We are not requiring Certified Cost or Pricing Data.
(7) (a)	We didn't see the NAICS code on the SF1449. Would the Government please provide the NAICS code?	The NAICS code is 541690
3.1.7	Refers to reporting requirements in Section 3.1.5. Should that read Section 3.1.6?	No. All conferences/meetings awarded under this task shall be subjected to the same USAMRMC Meeting

		Requirements in Section 3.1.5 of the PWS.
--	--	---

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one task order, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of 3 times the number of estimated pre-proposals and/or full proposals to go forward for review;

(2) Any order for a combination of items in excess of 3 times the number of estimated pre-proposals and/or full proposals to go forward for review;

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

(End of Summary of Changes)